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*To ensure access to high-quality,
patient-centered, cost-effective
health care to Los Angeles County
residents through direct services at
DHS facilities and through
collaboration with community and
university partners.*



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November 29, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**APPROVAL OF AMENDMENT TO SHUTTLE BUS SERVICE
AGREEMENT WITH PARKING COMPANY OF AMERICA
(SUPERVISORIAL DISTRICT 2)
(3 VOTES)**

SUBJECT

Request approval of Amendment to Proposition A Shuttle Bus Services Agreement with Parking Company of America at Department of Health Services' (DHS) Harbor-UCLA Medical Center.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Make a finding pursuant to Los Angeles County Code Section 2.121.420 that Shuttle Bus Services, as described herein, can continue to be performed more economically by an independent contractor.
2. Approve and instruct the Chairman to sign Amendment No. 3 to Proposition A (Prop A) Shuttle Bus Services Agreement No. 75956 with PCAM, LLC, dba Parking Company of America (PCA), Exhibit I, effective upon execution, to extend the term of the Agreement for the period of January 1, 2012 through December 31, 2012, for the continued provision of shuttle bus services at Harbor-UCLA Medical Center (H-UCLA MC), for an annual maximum obligation of \$113,240.
3. Approve delegated authority to the Director of Health Services (Director), or his designee, to amend the Agreement to increase the maximum obligation by no more than five percent above the annual maximum obligation for an additional cost of \$5,662, and to purchase additional services consistent with the existing scope of services, subject to review and approval of County Counsel and notice to your Board and the Chief Executive Office (CEO).

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

#25 NOVEMBER 29, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

4. Approve delegated authority to the Director, or his designee, to extend the Agreement on a month-to-month basis for up to six months through June 30, 2013, at a monthly cost of \$9,436 under the same terms and conditions, subject to review and approval of County Counsel and notice to your Board and the CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the first recommendation is necessary to comply with Los Angeles County Code Section 2.121.420, which requires that contracting under Proposition A be cost-effective and operationally feasible. DHS has made that determination and Attachment A provides the cost analysis.

Approval of the second recommendation will authorize the Chairman to execute an Amendment to the current Agreement with PCA that will ensure continuation of shuttle bus services for patients, staff and visitors to various locations on the H-UCLA MC campus while DHS completes a Prop A Request For Proposals (RFP). The PCA Agreement expires December 31, 2011.

Approval of the third recommendation will allow the Director, or his designee, to exercise delegated authority in compliance with Los Angeles Code Section 2.121.300 to increase the maximum obligation up to five percent of the annual maximum obligation, if necessary, to cover the costs for emergency needs of additional staffing or renting a bus from Contractor when County's bus needs repair services to ensure no interruption of shuttle bus services for patients, staff, and visitors at H-UCLA MC.

Approval of the fourth recommendation will allow the Director, or his designee, to extend the Agreement with PCA on a month-to-month basis for up to six months if additional time is required to complete the solicitation process. Although DHS believes that the requested one-year extension will allow sufficient time to conclude the Prop A RFP process and return for your Board's approval of a successor Agreement, the delegated authority will allow DHS to extend services on a month-to-month basis for an additional six-month period. This further extension will be used only if additional time is required to complete the solicitation.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The annual maximum obligation of the Agreement for shuttle bus services is \$113,240 for the period of January 1, 2012 through December 31, 2012. A cost analysis for shuttle bus services was prepared in accordance with Auditor-Controller guidelines and methodologies. DHS has determined that the contract amendment is cost-effective.

The total potential increase under the five percent delegated authority is \$5,662, and would be funded using existing resources.

Funding is included in DHS' Fiscal Year 2011-12 Final Budget and will be requested in future fiscal years as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The shuttle bus services provide transportation at no cost to patients, staff, and visitors. The bus circulates from the main hospital building to 26 specialty clinics in 14 outlying buildings, remote staff parking lots, the Metro "park & ride" lot off 110 Freeway Carson exit, and, upon requests of patients, to the Lomita Family Health Center located approximately three miles offsite from H-UCLA MC.

In August, 2006, DHS released a Prop A Invitation-For-Bid for shuttle bus services at H-UCLA MC. On December 5, 2006, your Board approved an Agreement with PCA, the lowest, most qualified bidder, to provide shuttle bus services from 7:00 a.m. to 6:00 p.m., Monday through Friday. On November 13, 2007, your Board approved Amendment No. 1 to increase the maximum obligation for additional service hours from 6:00 p.m. through 1:00 a.m. Monday through Friday, for transporting hospital employees to remote parking areas due to the elimination of more than 100 employee parking spaces to ensure the safety of employees who otherwise must walk to these remote parking locations. On October 21, 2011, Amendment No. 2 was issued under Director delegated authority to correct a clerical error, specifically, to correct discrepant dates between the Board letter and the Agreement concerning the term of the agreement.

It has been determined that the provision of services by the Contractor under the recommended Agreement is subject to Prop A guidelines which include the Living Wage Program set forth in Los Angeles County Code Chapter 2.201. The Contractor is in compliance with the Living Wage Program requirements.

The Amendment also includes the latest Board policies, including the Living Wage Program and Defaulted Property Tax Reduction Program. The County may terminate the Agreement with ten days' prior written notice. County Counsel has reviewed and approved Exhibit I as to use and form.

CONTRACTING PROCESS

Not applicable.


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IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendations will allow DHS to ensure the ongoing shuttle bus services at H-UCLA MC.

Respectfully submitted,



 Mitchell H. Katz, M.D.
Director

MHK:jc

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

Attachment A

Shuttle Bus Services
Harbor-UCLA Medical Center
Proposition A Contracting

Cost Effective Analysis
Fiscal 2011-12

COUNTY COSTS

3 Clinic Drivers	
Salaries (@\$39,564 annual; w/5th variance @\$38,323.75)	\$114,971
Benefits (Harbor - 40.94%)	<u>\$47,069</u>
Total County Costs:	\$162,040

AVOIDABLE COUNTY COSTS **\$162,040**

CONTRACT COSTS

Regular Hours

Day rate 7 am - 6 pm (\$21.50) x 11 hours	\$236.50
Night rate 6 pm - 1 am (\$23) x 7 hours	<u>\$161.00</u>
Daily Rate	\$397.50
Annual Costs (\$397.50 x 5 days x 52 wks)	\$103,350

Extended Hours

Saturdays/Sundays/Holidays	
Annual Costs (\$25 x 75.6 hours)	\$1,890

Back-up Bus Rental

Annual Costs (\$200 x 40 days)	\$8,000
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TOTAL CONTRACT COSTS **\$113,240**

Annual Savings from Contracting **\$48,800**

This cost analysis was based on the A/C guidelines and methodologies.

SHUTTLE BUS SERVICES AGREEMENT

AMENDMENT NO. 3

THIS AMENDMENT is made and entered into this 29th day of November, 2011,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

PCAM, LLC
dba PARKING COMPANY OF AMERICA
(hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled, "SHUTTLE BUS SERVICES AGREEMENT", dated January 1, 2007, and further identified as County Agreement No. 75956 and amendment thereto (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend the term and make the changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

WHEREAS, Agreement provides that changes in accordance with Subparagraph 8.4, AMENDMENTS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon execution.

2. Subparagraphs 4.1 and 4.2, of Agreement Paragraph 4, TERM OF CONTRACT, shall be deleted in its entirety and replaced by the following:

“4. TERM OF CONTRACT

- 4.1 The term of this Agreement shall commence on January 1, 2007 and shall continue in full force and effect to and including December 31, 2012 unless sooner canceled or terminated as provided herein.
- 4.2 The Director of Health Services, or his designee, may extend the Agreement on a month-to-month basis for up to six months through June 30, 2013 under the same terms and conditions. Any such extension shall be memorialized through an amendment in accordance with the process set forth in Paragraph 8, STANDARD TERMS AND CONDITIONS, Sub-Paragraph 8.4, AMENDMENTS.”

3. Subparagraphs 5.1, of Agreement Paragraph 5, CONTRACT SUM, shall be deleted in its entirety and replaced by the following:

“5. CONTRACT SUM

- 5.1 The Contract Sum under this Contract shall be the total monetary amount payable to Contractor for supplying shuttle bus services, and other work specified under this Contract, authorized by County hereunder and shall not exceed Six Hundred Forty-One Thousand, Five Hundred Twenty-Three Dollars (\$641,523), excluding optional monthly extensions, allocated as follows:

- 5.1.1 For the period January 1, 2007, through December 31, 2011, the Contract Sum shall not exceed Five Hundred Twenty-Eight Thousand, Two Hundred Eighty-Three Dollars (\$528,283);
- 5.1.2 For the period January 1, 2012, through December 31, 2012, the Contract Sum shall not exceed One Hundred Thirteen Thousand, Two Hundred Forty Dollars (\$113,240). During the period January 1, 2012, through December 31, 2012, the Director, or his designee, may amend this Contract if additional services are needed and may annually adjust this sum by no more than five percent (5%). The adjustment shall not exceed Five Thousand, Six Hundred Sixty-Two Dollars (\$5,662). Any such addition of services and funds shall be memorialized through an amendment in accordance with the process set forth in Paragraph 8, STANDARD TERMS AND CONDITIONS, Sub-Paragraph 8.4, AMENDMENTS”
- 5.1.3 The Contract Sum for any optional, month-to-month extension, as set forth in Paragraph 4, TERM OF CONTRACT, Subparagraph 4.2, shall not exceed Nine Thousand, Four Hundred Thirty-Six Dollars (\$9,436) for each month that this Contract is extended.”

4. Subparagraph 8.4, AMENDMENTS, of Agreement Paragraph 8, STANDARD TERMS AND CONDITIONS, shall be deleted in its entirety and replaced by the following:

“8.4 AMENDMENTS

- 8.4.1 Except for those specific delegations of authority set forth hereinbelow in this Paragraph 8.4, AMENDMENTS, any change which affects the scope of work, term, contract sum, payment, or any term or condition included under this Contract, an Amendment shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors.
- 8.4.2 The County’s Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County’s Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared by the County and then executed by the Contractor and by the Board of Supervisors.
- 8.4.3 The Director or his designee may at his sole discretion, authorize extensions of time as defined in Paragraph 4 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared by the County and then executed by the Contractor and by the Director or his designee.

8.4.4 The Director or his designee may authorize additional services and may increase the Contract Sum of this Contract, as set forth in Paragraph 5, CONTRACT SUM. To implement such changes, an Amendment to the Contract shall be prepared by the County and then executed by the Contractor and by the Director or his designee

8.4.5 The Director or his designee, may require, at his sole discretion, the addition and/or change of certain terms and conditions in the Contract to conform to changes in federal or state law or regulation or County policy, during the term of this Contract. The County reserves the unilateral right to add and/or change such provisions as required by law, regulation or County policy, without the need for Contractor's written consent, to preserve this Agreement's conformity and compliance to federal and state law or regulation or County policy as deemed necessary by the County's Board of Supervisors, County Counsel or the Chief Executive Officer."

5. Paragraph 8, STANDARDS AND CONDITIONS, Sub-Paragraph 8.23.1, Evidence of Insurance, shall be deleted in its entirety and replaced by the following:

"8.23.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the County shall be delivered to:

Director, Contract Administration & Monitoring
Contracts and Grants
Los Angeles County/Department of Health Services
313 N. Figueroa Street, 6th Floor East
Los Angeles, CA 90012

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.
- Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insureds for all activities arising from this Contracts; and
- Identify any deductibles or self-insured retentions for the County's approval. The County retains the right to require the Contractor to reduce or eliminate such deductibles or self-insured retentions as

they apply to the County, or, require the Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including but not limited to, expenses or fees, or both, related to investigations, claims, administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.”

6. Paragraph 8, STANDARD TERMS AND CONDITIONS, Sub-Paragraph 8.23.3, Failure to Maintain Coverage, shall be deleted in its entirety and replaced by the following:

“8.23.3 Failure to Maintain Coverage: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.”

7. Paragraph 8, STANDARD TERMS AND CONDITIONS, Sub-Paragraph 8.52, CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Contract as follows:

**“8.52 CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S
DEFAULTED PROPERTY TAX REDUCTION PROGRAM**

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.”

8. Paragraph 8, STANDARD TERMS AND CONDITIONS, Sub-Paragraph 8.53, TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, shall be added to the Contract as follows:

**“8.53 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX
REDUCTION PROGRAM**

Failure of Contractor to maintain compliance with the requirements set forth in Subparagraph 8.52 – CONTRACTOR’S WARRANTY OF COMPLIANCE WITH COUNTY’S DEFAULTED PROPERTY TAX REDUCTION PROGRAM shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any

other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.”

9. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Chairman and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.



ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

COUNTY OF LOS ANGELES

By: Mike Antonovich
Mayor, Board of Supervisors

PCAM, LLC

Contractor

By: Alfonso Martinez Chavez

Title: C.E.O

By: Benjamin Zavalza

Deputy

I hereby certify that pursuant to
Section 26103 of the Government Code,
delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By: Benjamin Zavalza

Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: Shamane Robinson

County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25-

NOV 29 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER